

REMARKS

Claims 8-18 are pending in this application.

By this Amendment, claim 18 is added. Reconsideration of the application is respectfully requested in light of the following remarks.

Applicant thanks Examiner Mayes for the courtesy extended to Applicant's representative, Mr. Luo, during the November 17, 2005 personal interview. The substance of the personal interview is incorporated in the following remarks.

The Office Action rejects claims 8-17 under 35 U.S.C. §102(b) or §103(a) over U.S. Patent 4,557,773 to Bonzo ("Bonzo"). These rejections are respectfully traversed.

A. The §102 rejection is in error, at least because Bonzo does not disclose an adhesive force of 3-5 N/25 mm. The Office Action notes the specific tapes cited in the specification at col. 8, lines 1-21 of Bonzo, and implicitly asserts that these tapes have an adhesive force of 3-5 N/25 mm (even though there is no disclosure of the adhesive force of these tapes in Bonzo, or elsewhere in the record). During the interview, the Examiner asserted that these tapes have the same materials and thicknesses disclosed in Applicant's specification at Example 1 of Table 1, and therefore produce the same adhesive force as that example. This analysis is flawed.

Example 1 of Table 1 of Applicant's specification discloses that "acrylic" was used as the "material of adhesive layer." It is clear that the material of the adhesive layer is a significant factor in the adhesive force. Although Bonzo discloses "polyester" as a substrate material, Bonzo does not disclose what is used as the adhesive layer. Depending on what is used as Bonzo's adhesive layer, and probably also depending on other factors, e.g., how thick the adhesive layer is, the adhesive force will vary. Therefore, the adhesive force of the tapes disclosed in Bonzo is not necessarily the same as that claimed by Applicant. The Examiner is reminded of the Examiner's burden to prove inherency, as set forth in MPEP §2112.

Accordingly, if the §102 rejection is to be maintained, Applicant requires proof, in accordance with MPEP §2112, that the tapes disclosed by Bonzo inherently (i.e., must) have the adhesive force claimed, and cannot have any other adhesive force. Unless such proof is provided, the §102 rejection is improper and must be withdrawn.

B. The §103 rejection is also in error, for at least the following reasons.

Bonzo's disclosure of scotch tape (or the other specific tapes listed) does not render obvious an adhesive force of 3-5 N/25 mm, as recited in claim 8.

A green honeycomb structural body is easy to be damaged when a film covering the end face of the honeycomb structure is peeled off. This is because the strength of the green honeycomb structural body is lower than the strength of a fired honeycomb structural body.

As discussed during the personal interview, the range of adhesive force recited in claim 8 is an advantageous feature of the method recited in claim 8. In particular, as disclosed in the specification at, for example, page 5, line 6 – page 6, line 27, an adhesive force that is too strong is not desirable because it could cause the honeycomb structure to break when the film is peeled off or removed by firing. On the other hand, if the adhesive force is too weak, slippage or separation of the film may occur during the step of packing the plugging material. The claimed adhesive force range of 3-15 N/25 mm is desirable to prevent both honeycomb breakage and film slippage.

Bonzo does not recognize the problems associated with an adhesive force that is too strong or too weak, much less a desirable adhesive force range to avoid such problems. The only criterion for Bonzo to select the scotch tape is whether the tape may adequately melt when the heated probe element is applied upon it. See col. 8, lines 1-21 of Bonzo.

In view of the above, Bonzo does not recognize the problem that may be prevented by applying the range of adhesive force claimed in claim 8. Bonzo's disclosure of scotch tape does not render the claimed range of adhesive force obvious. The Office Action's assertion to

the contrary is based on an impermissible use of hindsight knowledge from Applicant's disclosure.

Accordingly, Bonzo does not disclose or suggest the subject matter recited in claim 8, and claims 9-17 depending therefrom. Accordingly, withdrawal of the rejection of claims 8-17 under 35 U.S.C. §103(a) is respectfully requested.

* * * * *

New claim 18 is patentable at least in view of the patentability of claim 8, from which it depends, as well as for additional feature it recites. For example, as discussed during the personal interview, Bonzo does not disclose or suggest an adhesive force between 10 and 15 N/25 mm.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 8-18 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Attachment:
Petition for Extension of Time

Date: January 27, 2006

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